

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE ALHAMBRA, CALIFORNIA 91803-1331 Telephone: (626) 458-5100 www.ladpw.org

ADDRESS ALL CORRESPONDENCE TO: P.O. BOX 1460 ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE

REFER TO FILE: WM-5

July 29, 2004

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, CA 90012

Dear Supervisors:

SUN VALLEY WATERSHED – SUN VALLEY PARK DRAIN AND INFILTRATION SYSTEM PROJECT CITY OF LOS ANGELES – COUNTY AGREEMENT SUPERVISORIAL DISTRICT 3 3 VOTES

IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:

- 1. Approve and instruct the Chairman to sign the enclosed agreement between the Los Angeles County Flood Control District and the City of Los Angeles Department of Recreation and Parks for the Sun Valley Watershed Sun Valley Park Drain and Infiltration System Project that provides for the City of Los Angeles Department of Recreation and Parks to accept ownership and assume the operation and maintenance responsibility for all landscaping, recreational enhancements, and other park amenities provided by the project in and around the Sun Valley Park and Recreation Center and also provides for the District to maintain the vadose monitoring devices, the groundwater monitoring wells, and maintain and operate the Flood Control facilities located within the street right of way.
- 2. Approve and instruct the Chairman to sign the enclosed agreement between the Los Angeles County Flood Control District and the City of Los Angeles Department of Public Works for the Sun Valley Watershed Sun Valley Park

The Honorable Board of Supervisors July 29, 2004 Page 2

Drain and Infiltration System Project that provides for the City of Los Angeles Department of Public Works to accept ownership and assume the operation and maintenance responsibilities for the underground conveyance, treatment, and infiltration system of the project and also provides for the District to maintain the vadose monitoring devices, the groundwater monitoring wells, and maintain and operate the Flood Control facilities located within the street right of way.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

As part of an overall plan to solve a severe flooding problem in the Sun Valley area, your Board authorized the District to construct the Sun Valley Watershed - Sun Valley Park Drain and Infiltration System Project and adopted the construction contract on June 15, 2004, Synopsis 98. The project will reduce flooding, increase water quality, recharge groundwater, and improve aesthetics in and around the Sun Valley Park and Recreation Center. The project will contain stormwater flow from the 49-acre area upstream of the park, treat the stormwater within the park, allow the captured stormwater to recharge the groundwater through underground infiltration basins, and park improvements. The project also provides multiple benefits including educational signage, a vegetative swale, new bleachers, and field lights within the park.

This project is within the City of Los Angeles' jurisdiction and has many components. The maintenance responsibilities for various components of the project are defined in the enclosed agreements.

The enclosed agreements provide for the District to maintain flood control facilities in the street right of way, perform water quality monitoring of the system, and maintain the water quality filtration unit for one year. The first agreement provides that the City of Los Angeles Department of Recreation and Parks will accept ownership, and will assume and finance all maintenance responsibility for all landscaping, recreational enhancements, and other park amenities in and around the Sun Valley Park and Recreation Center. The second agreement provides that the City of Los Angeles Department of Public Works will accept ownership, and will assume and finance the operation and maintenance responsibilities for the underground conveyance, treatment, and infiltration system. Once construction of the Sun Valley Watershed – Sun Valley Park Drain and Infiltration System is complete, the City will take on these responsibilities.

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Implementation of Strategic Plan Goals

This action is consistent with the County's Strategic Plan Goal of Organizational Effectiveness by utilizing a collaborative effort to implement the project. This action also meets the goal of Fiscal Responsibility by sharing annual maintenance with the City of Los Angeles.

FISCAL IMPACT/FINANCING

There will be no impact to the County's General Fund. The District will share in the annual maintenance of the project as described in the enclosed agreements. Financing for the District's share of the maintenance cost will be provided in the current and future fiscal year's Flood Control District Budgets.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The enclosed agreements were executed by the City of Los Angeles Department of Public Works and Department of Recreation and Parks on May 27, 2004. They have been reviewed and approved as to form by County Counsel.

ENVIRONMENTAL DOCUMENTATION

Approving these agreements is not an action subject to the provisions of the California Environmental Quality Act (CEQA) since it does not result in a direct or reasonably foreseeable indirect physical change in the environment, Section 15061(b)(3). Approving these agreements will have no environmental impact.

Your Board found the overall project to be exempt under CEQA guidelines on April 20, 2004, Synopsis 48.

CONTRACTING PROCESS

This Board action does not require any contracting processes.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The project will have no adverse impact on current flood control services or projects. The project is in the general interest of Public Works and will provide increased recreational opportunities and improve the quality of life for citizens of the County.

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CONCLUSION

Enclosed are four originals of each agreement. Please return three fully executed originals of each agreement along with one approved copy of this letter to Public Works.

Respectfully submitted,

JAMES A. NOYES Director of Public Works

MD:sv

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Enc.

cc: Chief Administrative Office

County Counsel

AGREEMENT NO.
THIRD SUPERVISORIAL DISTRICT

AGREEMENT

WITNESSETH

WHEREAS, CITY PARKS owns in fee that property known as the Sun Valley Park and Recreation Center, located at 8133 Vineland Avenue in the Sun Valley area of the City of Los Angeles, State of California; and

WHEREAS, DISTRICT and CITY PARKS propose to reduce flooding, increase water quality, recharge groundwater, provide landscaping and recreational enhancements and improve aesthetics in and around the Sun Valley Park and Recreation Center, which proposal is hereinafter referred to as the "PROJECT" and formally known as the "Sun Valley Watershed - Sun Valley Park Drain and Infiltration System (Project No. FCC0000803)"; and

WHEREAS, the PROJECT will be designed to capture and convey, via catch basins and underground storm drains, the stormwater runoff generated from the upstream, local drainage subarea, with the runoff conveyed to the Sun Valley Park and Recreation Center, hereinafter referred to as "PARK" and from there to undergo treatment, conveyance into an infiltration system and to percolate from there downward in order to recharge the aquifer or groundwater supply; and

WHEREAS, the PROJECT will also have a vegetative or bio-swale along portions of the southern edge of the PARK in order to enhance the capability of the PROJECT to collect, treat and infiltrate runoff; and

WHEREAS, the PROJECT will include certain recreational enhancements to the PARK that will allow increased usage of the PARK not only during rainy seasons, but also at other times, thereby meeting needs expressed by the Sun Valley community and Park Advisory Board; and

WHEREAS, completing the PROJECT is in the general interests of both DISTRICT and CITY PARKS because it improves the environment for the nearby Sun Valley community; and

WHEREAS, DISTRICT and CITY PARKS desire to enter into this Agreement in order to establish the design, construction, operation, maintenance and financial obligations of each party concerning the PROJECT;

NOW, THEREFORE, in consideration of the mutual benefits to be derived by DISTRICT and CITY PARKS and of the promises and faithful performance by DISTRICT and CITY PARKS of the terms herein contained, for the period of time herein set forth, DISTRICT and CITY PARKS hereto mutually agree as follows:

SECTION I

CITY PARKS AGREES TO:

A. Upon completion of construction and at no cost to DISTRICT, to accept ownership of all landscaping, recreation enhancements and other related amenities provided by the PROJECT within the PARK in perpetuity unless transfer thereof is made to the State or to another appropriate government or quasi-government agency in accordance with existing law at the time of such transfer. Exhibit A (a general location map) and Exhibit B (a map of PARK boundaries) are attached hereto and incorporated herein by reference.

Said PROJECT amenities include the installation of a lighted soccer/football field in the western part of the PARK, improved turf and restoration of two existing baseball fields with new, replacement bleachers, improved and automated irrigation in areas of the PARK affected by construction of the PROJECT, a sports-equipment storage box, interpretive signage detailing the nature and benefits of the PROJECT and a native-plant, vegetative or bio-swale along the southern end of the PARK. The swale is designed to collect, treat and infiltrate stormwater runoff. The swale will contain drywells to facilitate drainage and will also collect runoff from the adjacent Lorne Street by means of inlets to be constructed within the existing street curb. A final amenity of the PROJECT consists of fencing to block off the PROJECT's above-ground maintenance and monitoring equipment from public view.

B. Upon completion of construction and throughout the term of this AGREEMENT, at no cost to DISTRICT, CITY PARKS will assume the following responsibilities for all landscaping, recreation enhancements and other amenities provided by the PROJECT within the PARK, said responsibilities to be performed at a level of service not less than that which CITY PARKS currently provides at similar facilities in the area.

- Repair all damaged, defaced or illegible signs associated with the PROJECT within a reasonable time frame. If signs are damaged beyond repair, CITY PARKS will remove the damaged signs and allow replacement of these signs by other agencies or groups upon approval by DISTRICT and at their or DISTRICT's sole cost.
- Regularly inspect signs, fencing, bleachers, light poles and other areas and structures associated with PROJECT components listed above in Section I-A in order to determine the need for graffiti removal and the maintenance or repair of signage.
- Regularly inspect and promptly remove graffiti from signs, fencing, bleachers, light poles and other areas and structures associated with the PROJECT components described above in Section I-A.
- Provide regular cleaning and maintenance of the soccer field, baseball fields, bleachers and other improvements associated with the recreation features of the PROJECT.
- Maintain irrigation lines that are part of the PROJECT.
- Provide maintenance and cleaning, as needed, of the vegetative swale, including the dry wells and curb inlets.
- Maintain the electrical lines and pay for utility costs associated with the recreational components of the PROJECT.
- Maintain and secure the PROJECT's above-ground maintenance area and equipment and inspect same on a regular basis in order to determine if there is a need for additional security and/or maintenance.
- Coordinate and communicate in writing with DISTRICT concerning maintenance activities or repairs beyond those which are considered routine by CITY PARKS as they relate to the PROJECT.
- Be an on-site focus for community relations; respond to public inquiries and complaints related to the recreation enhancements of the PROJECT.

SECTION II

DISTRICT AGREES TO:

- A. Prepare plans and specifications, perform contract administration and to perform or oversee the construction and inspections for completing the PROJECT in accordance with a separate Agreement between DISTRICT and the Department of Public Works of the City of Los Angeles, only to the extent approved by the other requisite City Departments.
- B. Construct the PROJECT based on the Standard Specifications for Public Works Construction (2003 Edition with Additions/Amendments of November 2003 and the 2004 Supplement), only to the extent approved by the other requisite City Departments; also to follow the approved plans and specifications for the PROJECT, said requirements to ensure the safe operation and maintenance of the PROJECT.
- C. Prepare, obtain and file all required supplemental environmental documents for the PROJECT's construction at DISTRICT's sole cost. It is understood that DISTRICT filed a Notice of Exemption on May 30, 2003, after having completed a Categorical Exemption for the PROJECT.
- D. Prepare plans and specifications, perform contract administration and to perform or oversee the construction and inspections for completing the PROJECT in accordance with this AGREEMENT between DISTRICT and CITY PARKS. Communicate to CITY PARKS any proposed deviation from the CITY PARKS-approved plans that affect the PARK prior to implementation or inclusion in the previously-approved plans.
 - a. To make changes to the final plans and specifications for the PROJECT resulting from unforeseen or unforeseeable field conditions encountered during construction. Said changes will be submitted to CITY PARKS for review if they will affect the PARK or to the Department of Public Works of the City of Los Angeles if the proposed changes will affect the separate Agreement between DISTRICT and that other City entity.
- E. Approve or disapprove any requested changes in the scope of work to the PROJECT within ten (10) working days of receipt of a written request for same from CITY PARKS.
- F. Retain ownership in perpetuity of the catch basins and storm drain portion of the PROJECT within the street right-of-way unless transfer thereof is made to the State or another appropriate government or

- quasi-government agency in accordance with existing law at the time of such transfer.
- G. Perform water-quality monitoring of the PROJECT using in-line waterquality monitoring devices, vadose zone-monitoring devices and groundwater monitoring wells.
 - Provide water-quality data obtained from this monitoring of the PROJECT to CITY PARKS upon CITY PARKS' request in order to ensure effective maintenance of the PROJECT.
- H. Upon completion of construction, to assume the following responsibilities related to the PROJECT throughout the term of this AGREEMENT at no cost to CITY PARKS:
 - Provide maintenance and oversee the operation of the PROJECT's flood-control facilities located within the street rightof-way, including the repair of damaged storm drains and valves.
 - Maintain and repair the vadose zone-monitoring devices and the groundwater monitoring wells.
 - Maintain the physical structure of the water-quality sampling devices.
 - Maintain the interface laptop computer, located onsite, that is associated with the instrumentation, control and monitoring of the PROJECT.
 - Coordinate and communicate PROJECT maintenance activities with CITY PARKS and with the Department of Public Works of the City of Los Angeles as said activities affect either party.

SECTION III

IT IS MUTUALLY UNDERSTOOD AND AGREED:

- Each party will have no financial obligation to the other party under this AGREEMENT except as is herein expressly provided.
 - a. The costs of the PROJECT, as referred to in this AGREEMENT, are understood to be the plans and preliminary engineering, permits, the construction contract including labor and materials and the resulting construction, inspection and all other activities needed

to construct the PROJECT. The tasks associated with said costs are to be performed at no cost to CITY PARKS.

B. The PROJECT is designed to capture and convey stormwater runoff. Design specifications are intended to enable the PROJECT to collect the volume of runoff generated in the PARK area by a storm of an intensity that normally occurs every 50 years. The PROJECT will consist of the following components:

The initial capture and conveyance system will consist of catch basins and storm drains running within Cantara Street just north of the PARK. The system will run from the eastern edge of Fair Avenue to the western edge of Vineland Avenue as shown in Exhibit C, which is a plan view and which is attached hereto and incorporated herein by reference.

This system will route the stormwater to a diversion structure that will split the flow into two underground settling (treatment) devices for removal of suspended solids. The flow will then be combined, and the first flush (the first 0.75 inch of rainfall) will then be diverted to a filtration device for removal of heavy metals. The treated first flush will be combined with the rest of the flow for conveyance into two underground infiltration basins as shown in Exhibit D (a process flow diagram) as attached hereto and incorporated herein by reference. The primary infiltration basin will be located beneath the existing passive recreation area on the west side of the PARK. The secondary infiltration basin will be located beneath a portion of the westernmost baseball field.

Further, the PROJECT will have a "burper" structure to outlet captured stormwater flow in excess of the treatment system's capacity. The PROJECT includes in-line monitoring devices both in the storm drains just north of the PARK and in the conveyance system within the PARK. The monitoring devices will be connected to an above-ground central, programmable logic controller and an operator interface panel for the purposes of data gathering. Vadose zone-monitoring devices and groundwater monitoring wells will also be part of the overall water-quality monitoring of the PROJECT.

Finally, the PROJECT will provide an additional water-quality safety feature by having an automatic shutdown system within the storm drains on Cantara Street that are part of the PROJECT. This system will consist of instantaneous monitoring devices to detect exceptionally high levels of pollutants within the captured stormwater. When these high levels are detected, automatic shutdown valves will be triggered to prevent the flow of excessive pollutants into the underground, PROJECT-related stormwater facilities within the PARK. In this situation, the telemetry system will automatically signal the PROJECT

contacts at the **DISTRICT** and at the Department of Public Works of the City of Los Angeles as is described in another, comparable Agreement between these two entities.

- C. The initial term ("Initial Term") of this AGREEMENT is twenty-five (25) years. This AGREEMENT may be extended or renewed or modified and amended only by mutual written consent of DISTRICT, as represented by DISTRICT's Chief Engineer or his/her designee, and by CITY PARKS. It is further understood that the Initial Term and any extensions or renewals of this AGREEMENT are to be co-terminus with the corresponding Agreement concerning the PROJECT that will be executed between DISTRICT and the Department of Public Works of the City of Los Angeles. A cancellation or modification of the other, corresponding Agreement will constitute a cause for a corresponding cancellation or modification of this AGREEMENT between DISTRICT and CITY PARKS.
- D. Upon execution of this AGREEMENT, CITY PARKS hereby grants DISTRICT permission to access, as needed and at no cost to DISTRICT, the PROJECT components located within the PARK and described in Sections I and II of this AGREEMENT for the construction, maintenance and monitoring of the PROJECT as set forth in this AGREEMENT and in the corresponding Agreement with the Department of Public Works, City of Los Angeles. Said permission is to extend for the Initial Term and any subsequent renewals or extensions to this AGREEMENT.
- E. Each party will keep, inspect and maintain the components of the PROJECT under its respective jurisdiction as set forth in Sections I and II of this AGREEMENT in a safe, clean and orderly condition.
- F. The PROJECT will be constructed following approval by the Los Angeles County Board of Supervisors, in its capacity as the DISTRICT's governing body, of both this AGREEMENT and of a corresponding Agreement between DISTRICT and the Department of Public Works, City of Los Angeles and upon the successful completion by DISTRICT of bid/award contract activity and the issuance by DISTRICT of a "Notice to Proceed".
- G. Upon CITY PARKS acceptance of this AGREEMENT, a Memorandum of Understanding or a Right-of-Entry Permit may need to be negotiated and executed between CITY PARKS and the Department of Public Works, City of Los Angeles, for additional responsibilities involving the PROJECT at the PARK. Such document will include all required permissions at no cost to either DISTRICT or City Public Works. Said

- permission is to extend for the Initial Term and for any subsequent extensions or renewals of this AGREEMENT.
- H. Upon execution of this AGREEMENT, CITY PARKS hereby grants DISTRICT permission to use, as needed and at no cost to DISTRICT, the adjacent right-of-way belonging to the Department of Public Works of the City of Los Angeles for the construction, maintenance and monitoring of the PROJECT as set forth in this AGREEMENT and in the corresponding Agreement with said City Department of Public Works. Said permission is to extend for the Initial Term and for any subsequent extensions or renewals of this AGREEMENT.
- I. All obligations of CITY PARKS and DISTRICT under this AGREEMENT for the installation and maintenance of the landscaping and recreation improvements and of the interpretive signage of the PROJECT are subject to the allocation to DISTRICT by TreePeople, Inc., a non-profit organization, of \$400,000 from a grant already obtained by TreePeople under Proposition 40 (Murray-Hayden) and administered by the State. DISTRICT is not obligated under this AGREEMENT to expend any other funds appropriated to DISTRICT in the event the Murray-Hayden grant funds are inadequate to complete said landscaping and recreation components of the PROJECT.
- J. During construction of the PROJECT, DISTRICT will furnish an inspector for the PROJECT. CITY PARKS may also furnish, at no cost to DISTRICT, an inspector or other representative to inspect the PROJECT's construction. Said inspectors will cooperate and consult with each other. CITY PARK's inspector will not issue any directive(s) to the contractor but will communicate same to DISTRICT's inspector. The orders of DISTRICT's inspector to the contractor or to any other person in charge of construction will prevail and be final.
- K. DISTRICT is not held accountable for the expense of relocation, alteration or modification of the PROJECT provided that such additional expense is not required as a result of conditions referenced in Section II-D(a) of this AGREEMENT but is incurred solely as a result of a supplemental request by CITY PARKS or by the City's Department of Public Works after approving the plan design.
- L. Neither DISTRICT nor any officer, agent or employee of DISTRICT will be responsible for any damage or liability occurring by reason of any act or omission on the part of CITY PARKS under or in connection with any work, authority or jurisdiction delegated to or determined to be the responsibility of CITY PARKS under this AGREEMENT. It is also understood and agreed that pursuant to Government Code Section 895.4 CITY PARKS will fully indemnify, defend and hold DISTRICT

harmless from any claims, damages, injuries or liability caused by any acts or omissions on the part of CITY PARKS under or in connection with any work, authority or jurisdiction delegated to or determined to be the responsibility of CITY PARKS under this AGREEMENT.

- M. Neither CITY PARKS nor any officer or employee of CITY PARKS will be responsible for any damage or liability occurring by reason of any acts or omissions on the part of DISTRICT under or in connection with any work, authority or jurisdiction delegated to or determined to be the responsibility of DISTRICT under this AGREEMENT. It is also understood and agreed that pursuant to the State of California Government Code Section 895.4, DISTRICT will fully indemnify, defend and hold CITY PARKS harmless from any claims, damages, injuries or liability caused by any acts or omissions on part of DISTRICT under or in connection with any work, authority or jurisdiction delegated to or determined to be the responsibility of DISTRICT under this AGREEMENT.
- N. In contemplation of the provisions of Section 895.2 of the State of California Government Code that impose certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the parties hereto, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will assume the full liability imposed upon it or any of its officers, agents or employees by law for injury caused by any act or omission in the performance of this AGREEMENT to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each of the parties indemnifies and holds harmless the other party for any liability, cost or expense that may be imposed upon the other party solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.
- O. CITY PARKS understands and agrees that all persons furnishing services to DISTRICT pursuant to this AGREEMENT and who are not officers, agents or employees of DISTRICT are, for the purposes of workers' compensation liability, employees solely of the City of Los Angeles, a municipal corporation, which will bear the sole responsibility and liability for furnishing workers' compensation benefits to such City of Angeles employees for injuries arising from or connected with services performed on behalf of the City of Los Angeles pursuant to this AGREEMENT.
- P. All personnel assigned to perform service under this AGREEMENT will be employed and compensated in accordance with all applicable

Federal, State, and local ordinances and laws including, but not limited to, the Immigration Act and Reform 1986 (Public Law 99-603).

- Q. The provisions of this AGREEMENT will be interpreted and enforced pursuant to the laws of the State of California.
- R. This AGREEMENT will automatically be superseded and rendered void if, at some point during the Initial Term, another Agreement is executed between DISTRICT and CITY PARKS with respect to the PROJECT.

S. Notices

All notices herein that are to be given or that may be given by either party will be in writing and will be deemed to have been given five business days after deposit in the U. S. Mail, addressed as follows.

To DISTRICT:

Chief Engineer
Los Angeles County Flood Control District
P.O. Box 1460
Alhambra, CA 91802-1460

[tel.: (626) 458-4000; fax: (626) 458-4002]

To CITY PARKS:

Official notices:

General Manager Department of Recreation and Parks 1200 W. Seventh Street, seventh floor Los Angeles, CA 90017

Routine notices on maintenance, operations:

Park Maintenance Supervisor or District Supervisor Department of Recreation and Parks, South District City of Los Angeles 1227 Erwin Street North Hollywood, CA 91606

[tel.: (818) 506-7456; fax: (818) 508-6274]

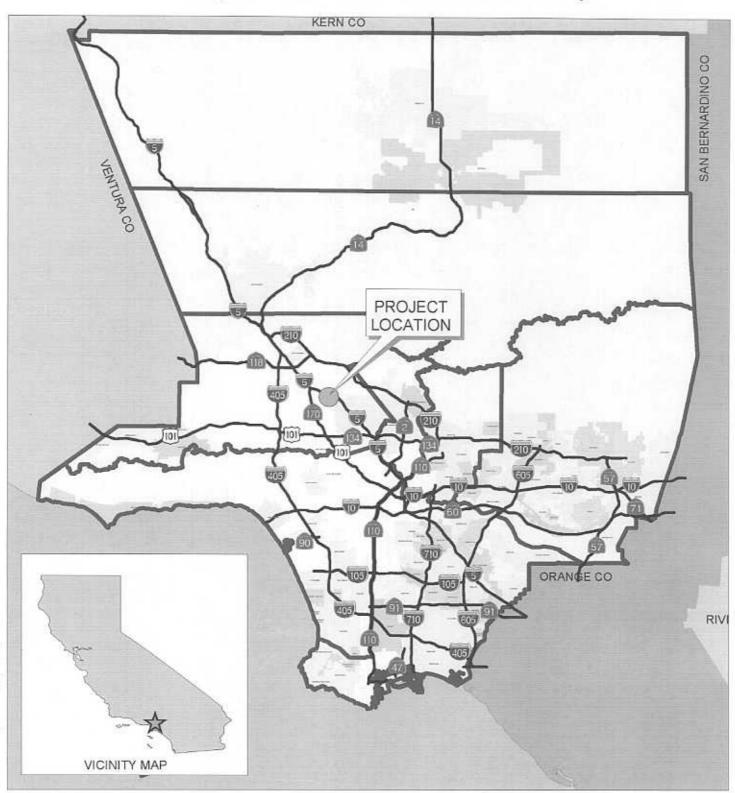
ACKNOWLEDGEMENTS

IN WITNESS WHEREOF the said LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, by order of its Board of Supervisors, has caused this AGREEMENT to be subscribed by the Chairman of the Board and the seal of said DISTRICT to be affixed hereto and attested by the Executive Officer of the Board of Supervisors and said CITY OF LOS ANGELES has hereunto subscribed the names of their authorized representatives.

FOR THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic:

	Ву:	
ATTEST:	Dy.	Chairman, Board of Supervisors
VIOLET VARONA-LUKENS Executive Officer of the Board of Supervisors of the County of Los Angeles		
By:		
Deputy		
APPROVED AS TO FORM:		
OFFICE OF THE COUNTY COUNSEL		
By: MA		
Deputy		
FOR THE CITY OF LOS ANGEL acting by and through its Board of Re	ES, a creati	municipal corporation, on and Park Commissioners
By: Mely Kon		By: Jun & Clery
President 5/27/04		Secretary
		Date: 5-27-94-C
APPROVED AS TO FORM:		
Rockard J. Delgadillo, City Attorney		
By: / Mark X/ Dur		
Sr. Assistant City Attorney		

EXHIBIT A Project General Location Map





DEPARTMENT OF PUBLIC WORKS 900 S. Fremont Ave. Alhambra, CA 91803

Mapping & Property Management Division Mapping & GIS Services Section SUN VALLEY WATERSHED – SUN VALLEY PARK DRAIN AND INFILTRATION PROJECT



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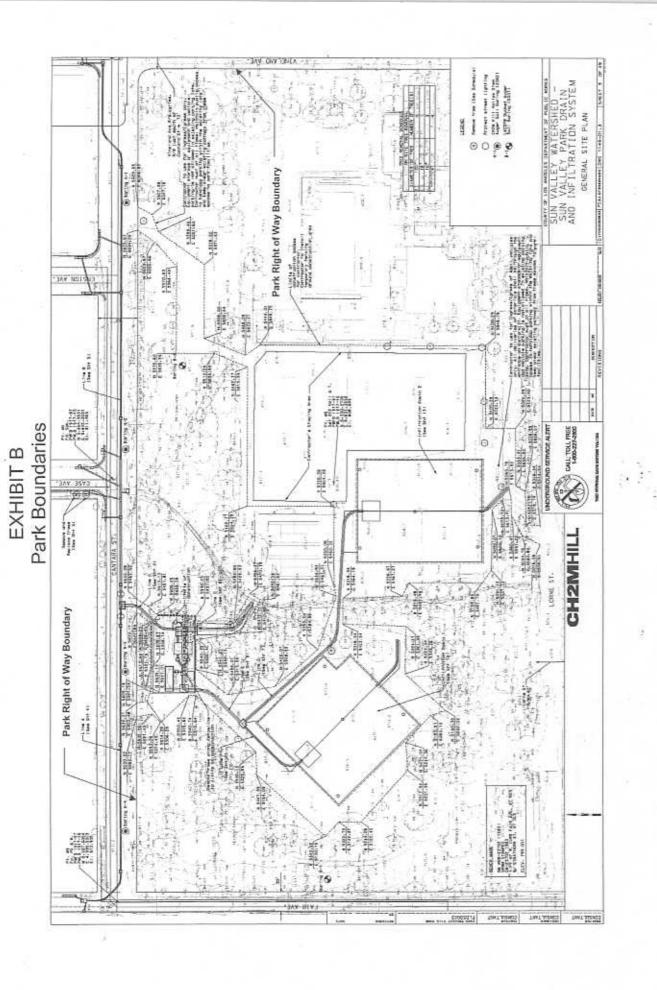
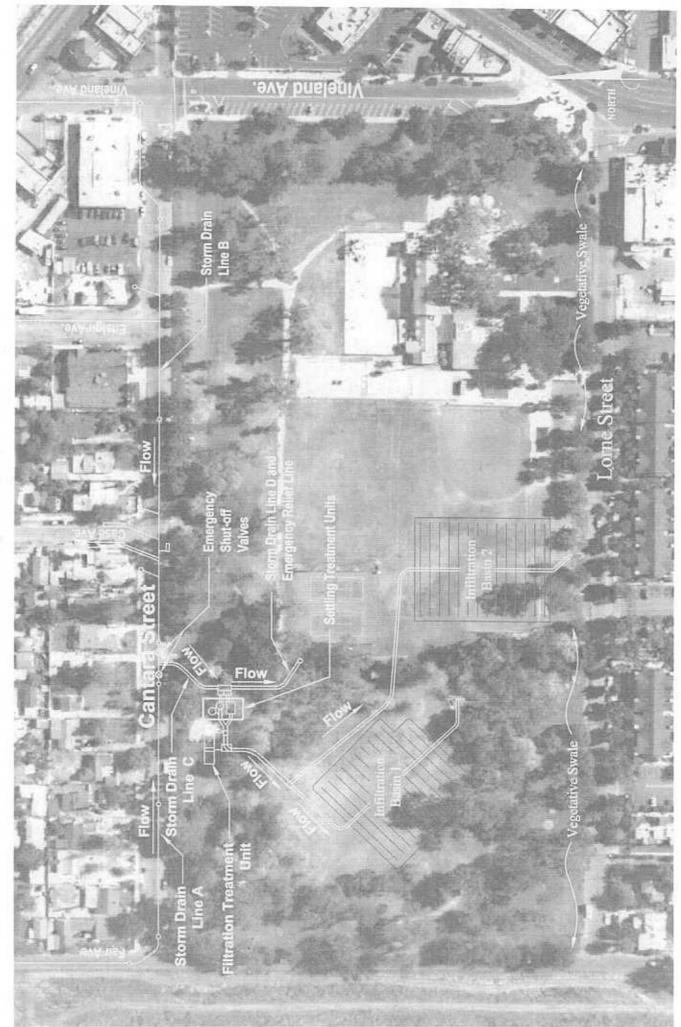
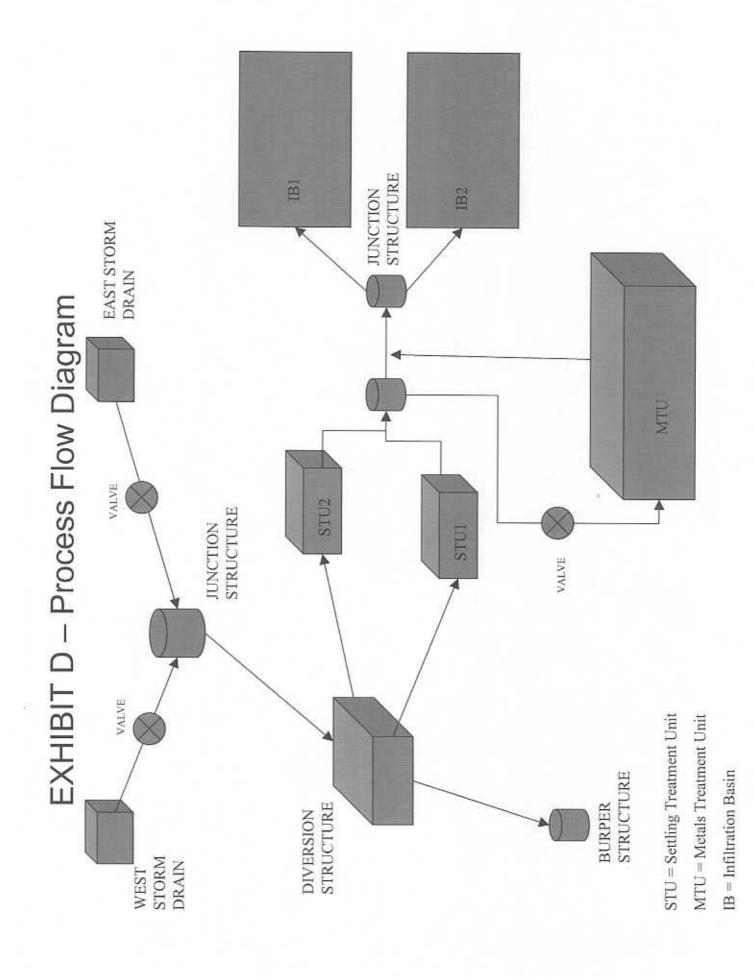


EXHIBIT C Plan View





AGREEMENT

This Agreement, made and entered into by and between the LOS ANGELES COUNTY FLOOD CONSTROL DISTRICT, a body corporate and politic, hereinafter referred to as "District," and the CITY OF LOS ANGELES, a municipal corporation in the County of Los Angeles, acting by and through its Board of Public Works, hereinafter referred to as "City."

WITNESSETH

WHEREAS, District and City propose to reduce flooding, increase water quality, recharge groundwater, provide landscaping and recreational enhancements, and improve aesthetics in and around the Sun Valley Park and Recreation Center, which proposal is hereinafter referred to as "Project" and is formally known as the "Sun Valley Watershed – Sun Valley Park Drain and Infiltration System"; and

WHEREAS, Project will capture and convey stormwater runoff generated from up to a 50-year frequency design storm from the upstream local drainage subarea to the Sun Valley Park and Recreation Center, hereinafter referred to as "Park." See EXHIBIT A – Park General Location Map and EXHIBIT B – Park Boundaries. The capture and conveyance system will consist of catch basins and storm drains running within Cantara Street just north of Park. Specifically, the system will run from the eastern edge of Fair Avenue, along Cantara Street, to the western edge of Vineland Avenue as shown in EXHIBIT C – Plan View; and

WHEREAS, Project consists of an underground conveyance, treatment, and infiltration system within Park. This system will route the captured stormwater as described above to a diversion structure that will split the flow into two settling treatment devices for removal of suspended solids. The flow will then be combined, and the first flush (the first 0.75 inches of rainfall) will then be diverted to a filtration device for removal of heavy metals. The treated first flush will combine with the rest of the flow for conveyance into two infiltration basins as shown in EXHIBIT D – Process Flow Diagram. The primary infiltration basin will be located beneath the existing passive recreation area on the west side of Park. The secondary infiltration basin will be located beneath a portion of the western baseball field as shown in EXHIBIT C – Plan View; and

WHEREAS, Project will have a burper structure to outlet captured stormwater flow in excess of the treatment system's capacity; and

WHEREAS, Project includes in-line monitoring devices in the conveyance system within Park, and in the storm drains just north of Park. The monitoring devices will be connected to a central programmable logic controller and an operator interface panel located aboveground for data gathering. Vadose zone monitoring devices and groundwater monitoring wells will also be part of the overall water quality monitoring of Project; and

WHEREAS, Project will provide an additional water quality safety feature of an automatic shutdown system within the storm drains on Cantara Street located just north of Park. This system will consist of instantaneous monitoring devices to detect exceptionally high levels of pollutants within the captured stormwater. When these high levels are detected, automatic shutdown valves will be triggered to prevent the flow of excessive pollutants into the underground stormwater facilities within Park. In this situation, the telemetry system will automatically notify assigned organizations; and

WHEREAS, Project will comprise of a vegetated swale along portions of the south edge of Park as shown in EXHIBIT E – Swale Plan View. The swale will collect, treat, and infiltrate runoff generated from Park. The swale will also collect runoff along the adjacent Lorne Street through proposed inlets within the existing curb. Drywells will be included as part of the swale to facilitate drainage; and

WHEREAS, Project will further include installation of a soccer field over the western portion of Park, sports lighting for the soccer field, improved turf over the current baseball fields, new bleachers to replace the existing baseball bleachers, signage, and plantings with native species; and

WHEREAS, Project is entirely within the City of Los Angeles right of way; and

WHEREAS, Project is in the general interest of District and City, and will improve the quality of life for citizens and provide for increased park usage during the rainy season; and

WHEREAS, District and City are cooperating in the maintenance of the improvements, as more fully set forth herein, and

WHEREAS, TreePeople, Inc., a non-profit organization, hereinafter referred to as "Treepeople," has been allocated Murray-Hayden grant funds, administered by the California Department of Parks and Recreation, totaling Four Hundred Thousand and 00/100 Dollars (\$400,000), to finance the educational signage and recreational improvements as part of Project; and

NOW, THEREFORE, in consideration of the mutual benefits to be derived by District and City, and of the promises herein contained, it is hereby agreed as follows:

ARTICLE 1 - DEFINITIONS

The following words and phrases that are used herein shall each have the meaning set forth opposite the same:

City:

The City of Los Angeles, acting by and through its Board of Public

Works

District:

The Los Angeles County Flood Control District

City Parks:

The City of Los Angeles Department of Recreation and Parks

M-Manual:

A maintenance manual that describes detailed operation and

maintenance of the Project

Parties:

City, District, and City Parks

Park:

Sun Valley Park and Recreation Center, located at 8133 Vineland Avenue in the Sun Valley area of the City of Los Angeles. State of

California

Project:

Design, construction, operation, and maintenance of the Sun Valley

Park Drain and Infiltration Project

SECTION I

City AGREES:

- A. Upon completion of construction and throughout the term of this Agreement and at no cost to **District**, to accept ownership of the underground conveyance, treatment, and infiltration system of **Project**, including the electrical, mechanical, and telecommunication components of that system, within **Park** in perpetuity, unless transfer thereof is made to the State or other appropriate governmental agency or quasigovernmental agency, in accordance with existing law at the time of any such transfer.
- B. Upon completion of construction and throughout the term of this Agreement and at no cost to **District**, to assume the following responsibilities to operate and maintain the underground conveyance, treatment, and infiltration system of **Project**, including the electrical, mechanical, and telecommunication components of that system, within **Park** in good condition and in perpetuity:
 - To provide operation and maintenance for the Project per M-Manual
 - To maintain the electrical, mechanical, and telecommunication components of Project related to the stormwater facilities, including, but not limiting to, electrical lines, telecommunication lines, pumps, valves, gates, and weirs per M-Manual.
 - To pay for utility costs associated with the operation of the stormwater facilities of Project.
 - After the first year of operation, to accept the maintenance responsibilities and therefore provide the necessary maintenance for the filtration unit per M-Manual.

- To provide the required maintenance for the settling treatment devices per M-Manual.
- To repair or replace all damaged stormwater facilities and its related components as described in M-Manual within Park, excluding those maintained by District or City Parks, within a reasonable time frame.
- To provide the necessary response to an automatic shutdown of system when contacted.
- To provide District with contact information for person(s) responsible for the maintenance activities set forth in this Agreement.
- To coordinate maintenance activities as it relates to Project with City Parks.
- To coordinate and communicate maintenance activities as it relates to Project with District by providing annual written reports to District describing maintenance activities per M-Manual.
- To handle community relations; respond to public inquiries, complaints, etc. related to the stormwater facilities functions of Project.

SECTION II

District AGREES:

- A. To prepare plans and specifications, to perform contract administration, and to perform or oversee the construction and inspection for **Project**, as more fully set forth in this Agreement.
- B. To construct Project based on Standard Specifications for Public Works Construction and the approved plans and specifications to enable the safe operation and maintenance of Project.
- C. To, as a lead agency, prepare and obtain any necessary supplemental environmental documents as required under the California Environmental Quality Act for Project construction and agreed upon by City. The District filed a Notice of Exemption on May 30, 2003, after having completed a Categorical Exemption for Project.

- D. To approve or disapprove of any requested changes in work to Project within ten (10) working days of receipt of written request from City.
- E. To retain ownership of the catch basin and storm drain portion of Project within the street right of way in perpetuity, unless transfer thereof is made to the State or other appropriate governmental agency or quasi-governmental agency, in accordance with existing law at the time of any such transfer.
- F. To perform water quality monitoring of Project using the in-line water quality monitoring devices, the vadose zone monitoring devices, and the groundwater monitoring wells.
 - Provide water quality data attained from monitoring of Project to City to allow for effective maintenance of Project per M-Manual.
- G. To make changes to the final plans and specifications for Project necessitated by unforeseen or unforeseeable field conditions encountered during construction.
- H. To maintain the filtration unit, including the replacement of the filters, for the first year of Project operation per M-Manual. After the first year of Project operation, the filtration unit will be maintained by City per M-Manual.
- To, upon completion of construction, throughout the term of this Agreement and at no cost to City, assume the following responsibilities to maintain Project in good condition:
 - a. Provide maintenance and operation of flood control facilities of Project within the street right of way, including the repair of damaged storm drains and valves.
 - Maintain the vadose zone monitoring devices and the groundwater monitoring wells.
 - Maintain the physical structure of the water quality sampling devices.
 - Maintain the interface laptop computer as associated with the instrumentation, control, and monitoring.
 - Coordinate and communicate maintenance activities as it relates to Project with City.

SECTION III

IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- Each party shall have no financial obligation to the other party under this Agreement, except as herein expressly provided.
- B. Each party shall keep, inspect, and maintain the Project, as set forth in this Agreement, in a safe, clean, and orderly condition.
- C. Project will be constructed, following County of Los Angeles Board of Supervisors, in its capacity as governing body of the District, approval and District issuance of construction notice to proceed.
- D. Upon City acceptance of this Agreement, City hereby grants District permission in perpetuity to use City-owned right of way necessary for the construction, maintenance, and monitoring of Project, as set forth in this Agreement, at no cost to District.
- E. City Parks and District obligation for the landscaping and recreational improvements as part of Project under this Agreement are subject to acquisition of a Murray-Hayden grant. District is not obligated under this Agreement to expend any of its funds in the event the Murray-Hayden grant funds are inadequate to complete the landscaping and recreational improvements as part of Project.
- F. During construction of Project, District shall furnish an inspector for Project. City may also furnish, at no cost to District, an inspector or other representative to inspect construction of Project. Said inspectors shall cooperate and consult with each other. City inspector shall not issue any directive(s) to the contractor, but shall work through District inspector. The orders of District's inspector to the contractor or any other person in charge of construction shall prevail and be final.
- G. District is not held accountable for the expense of relocation, alteration, and modification of Project.
- This Agreement may be amended or modified only by mutual written consent of District and City.
- Neither District nor any officer or employee of District shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of City under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of City under this Agreement. It is also understood and agreed that,

pursuant to Government Code, Section 895.4, City shall fully indemnify, defend, and hold District harmless from any claims, damages, injuries, or liability caused by any acts or omissions on part of City under or in connection with any work, authority or jurisdiction delegated to or determined to be the responsibility of City under this Agreement.

- J. Neither City, nor any officer or employee of City, shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of District under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of District under this Agreement. It is also understood and agreed that pursuant to Government Code, Section 895.4, District shall fully indemnify, defend, and hold City harmless from any claims, damages, injuries, or liability caused by any acts or omissions on part of District under or in connection with any work, authority or jurisdiction delegated to or determined to be the responsibility of District under this Agreement.
- K. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the parties hereto, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury cause by any act or omission in the performance of this Agreement to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each of the parties indemnifies and holds harmless the other party for any liability, cost, or expense that may be imposed upon such other party solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.
- City understands and agrees that all persons furnishing services to District pursuant to this Agreement are, for purposes of workers' compensation liability, employees solely of City. City shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any person for injuries arising from or connected with services performed on behalf of City pursuant to this Agreement.
- M. All personnel assigned to perform service under this Agreement shall be employed and compensated in accordance with all applicable Federal, State, and local ordinances and laws, including, but not limited to, the Immigration Reform and Act of 1986 (P. L. 99-603). Such personnel shall treat residents in a courteous manner.

- N. The provisions of the Agreement shall be interpreted and enforced pursuant to the laws of the State of California.
- O. Any correspondence, communication or contact concerning this Agreement shall be directed to the following:

City:

Ms. Rita Robinson Director of Public Works City of Los Angeles 650 S. Spring Street Los Angeles, CA 90014

District:

Mr. James A. Noyes Chief Engineer

Los Angeles County Flood Control District

P.O. Box 1460

Alhambra, CA 91802-1460

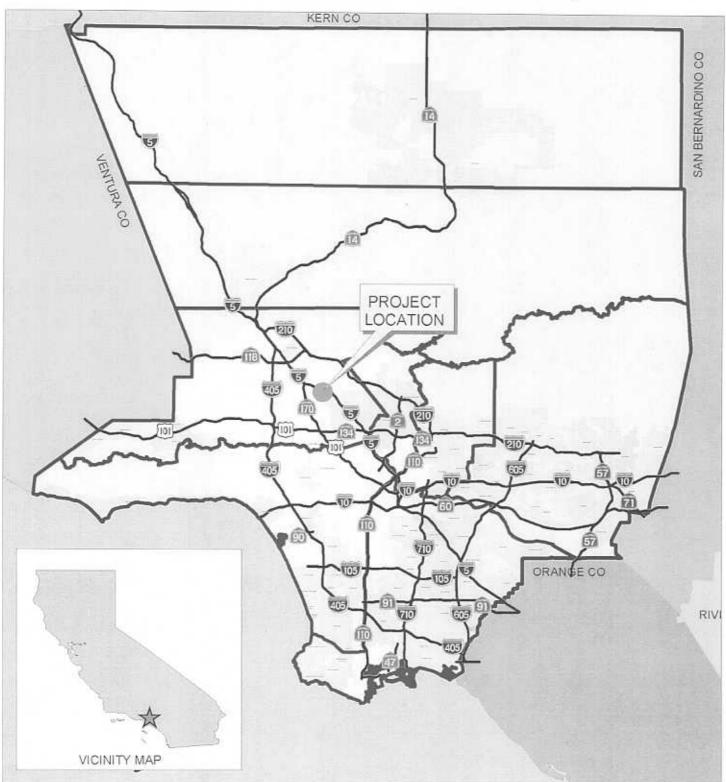
ACKNOWLEDGEMENTS

IN WITNESS WHEREOF the said LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, by order of its Board of Supervisors, has caused this AGREEMENT to be subscribed by the Chairman of the Board and the seal of said DISTRICT to be affixed hereto and attested by the Executive Officer of the Board of Supervisors and said CITY OF LOS ANGELES has hereunto subscribed the names of their authorized representatives.

FOR THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic:

	By:
ATTEST:	Chairman, Board of Supervisors
VIOLET VARONA-LUKENS Executive Officer of the Board of Supervisors of the County of Los Angeles	
By:	
Deputy	
APPROVED AS TO FORM:	
OFFICE OF THE COUNTY COUNSEL	
By: Deputy	
By: President Date:	
APPROVED AS TO FORM: Rockard J. Delgadillo, City Attorney	
By: M. Waster	

EXHIBIT A Project General Location Map





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DEPARTMENT OF PUBLIC WORKS 900 S. Fremont Ave Alhambra, CA 91803

Mapping & Property Management Division Mapping & GIS Services Section SUN VALLEY WATERSHED – SUN VALLEY PARK DRAIN AND INFILTRATION PROJECT



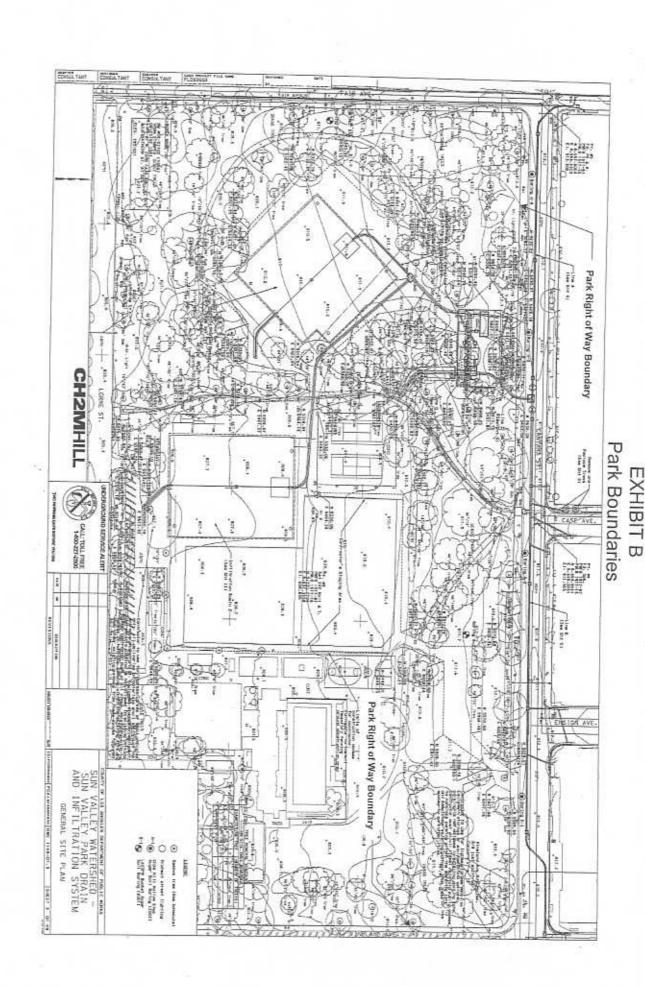


EXHIBIT C Plan View

